

# CHESTERFIELD COUNTY

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[www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp](http://www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp)

*Our vision is to be recognized by our customers and professional peers as an innovative provider of excellence in customer service and as a leader in the purchasing profession.*

*Our mission is to support our customers in performing their mission by providing quality purchasing services.*



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SPECIFICATIONS AND INVITATION FOR BIDS

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**Purchasing Department  
9901 Lori Road  
P. O. Box 51  
Chesterfield, VA 23832-0051  
Telephone No. (804) 748-1617**

**CHESTERFIELD COUNTY PURCHASING DEPARTMENT  
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS  
IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID**

**1. SUBMISSION AND RECEIPT OF BIDS:**

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. **Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.**
- b. In the event that Chesterfield County is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the published bid opening, the bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. **Only when specifically requested in the white pages of the Bid Documents**, shall each bid be accompanied by a bid bond with surety satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to the Treasurer, Chesterfield County, in an amount equal to five percent of the total bid price. In the event of default by the Bidder, the five percent deposit shall be and represent liquidated damages to the County. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the County.
- g. No bid shall be altered or amended after the specified time for opening.

**2. AMENDING BIDS:** Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. **All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.**

**3. WITHDRAWAL OF BIDS:**

**Withdrawal: Construction** (Code of Virginia 2.2-4330)

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the

compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

**No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), *Code of Virginia*, which states the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Director of Purchasing must be accompanied by bidder's original work papers, or such request will be rejected.**

In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

**Withdrawal: (other than construction)**

- b. A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

**4. DENIAL OF WITHDRAWAL OF BID: (*Code of Virginia 2.2-4330*)**

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

**5. MISTAKES IN BIDS**

- a. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the County.
- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

**6. PRICING:**

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the County or Bidder.

- b. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
  - c. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.
7. **PERFORMANCE AND PAYMENT BOND:** When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at the time of or prior to execution of the contract. If bonds are requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the County shall pay the cost thereof.
8. **DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
9. **CASH DISCOUNTS:** Cash discounts will be considered in determining the award. If a discount is offered, it is required that a minimum of fifteen (15) days be allowed for payment in order for the discount to be considered a factor in the evaluation of the bid.
10. **USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the County. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the County to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The County's decision of approval or disapproval of a proposed substitution shall be final.

11. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
12. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
13. **DELIVERY:** In the appropriate space, the bidder shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, quote the earliest delivery possible, as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock", "immediately", and "as soon as possible". As time will be of the essence for any orders placed as a result of this bid, the County reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time(s) specified on bid form.

14. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.
15. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples shall be furnished free of expense to the County and if not used in testing or destroyed, will, upon request at the time of submission of sample, be returned at the bidder's expense.
16. **TAXES:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
17. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
18. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by Chesterfield County. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
19. **QUALITY EXPECTATION STATEMENT:** Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects - zero rework".
20. **AWARD PHILOSOPHY:** Award will be made by the County to the lowest responsible bidder with the lowest responsive bid which is in substantial conformance with the terms, conditions, and specifications of the bid and is in conformance with the *Code of Chesterfield County* and the *Code of Virginia*.

Chesterfield County reserves the right to accept or reject any or all bids or parts of bids, to waive informalities, and to request rebids. The County also reserves the right to award the bid in a manner which the County deems will best serve its interest. Bids making exceptions to the terms and conditions included in this invitation may be considered, but preference may be given to bids with no exceptions taken. It further reserves the right to award the bid on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the County, unless otherwise specified. The County may award a bid to a single contractor or to multiple contractors. It also reserves the right to increase or decrease quantities at the unit price bid.

21. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:
  - a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The County may contact all references furnished by bidders. The right is further reserved by the County to contact

references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the County, a bidder is determined to be non responsible as a result of any investigation conducted by or for the County, award will not be made to that bidder.

- b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the County.
- c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
- d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
- e. The County reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.
- f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
- g. The resale value, life cycle costing and value analysis of a product.
- h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
- i. Timely delivery of goods or timely completion of services as stated by bidder.
- j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County.
- k. Inventory capability as it relates to a particular bid.
- l. Results of product testing.

22. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.
23. **INTERPRETATION OF BID:** If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the bid, the Purchasing Department should be contacted. Any change to the Invitation to Bid will be made only by written addendum mailed to prospective bidders at the addresses furnished for such purposes. The County will not be responsible for any changes except as noted through a written addendum.
24. **PROPRIETARY INFORMATION:** Section 2.2-4342-E of the *Code of Virginia* states: Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
25. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
26. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in

the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

27. **NONASSIGNMENT:** Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
28. **AUDIT OF VENDOR RECORDS:** The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.
29. **NEGOTIATION:** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.
30. **SECTION 2.2-4311 CODE OF VIRGINIA:** Every contract for goods or services over \$10,000 shall include the following provisions:
  1. During the performance of this contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
31. **APPROPRIATION OF FUNDS:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.
32. **SCHOOL BOARD:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County School Board.
33. **REQUIREMENTS CONTRACTS:**
  - a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may or may not be purchased from any resulting contracts.
  - b. The County reserves the right, at its sole option, to renew the contract for consecutive terms.
  - c. The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
  - d. The County may award a bid to a single contractor or to multiple contractors.

- e. The County reserves the right not to renew the contract at the end of the initial term or any subsequent term.
- f. The County reserves the right to terminate the contract upon written notice to the contractor(s).
- g. In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
- h. It is understood and agreed to between the parties in a resulting contract that Chesterfield County shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.
- i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.
- j. The County has the right to extend this contract up to and not to exceed one hundred twenty (120) days following the last term of renewal.

#### **34. DRUG FREE WORKPLACE**

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 35. **ENVIRONMENTAL MANAGEMENT:** Vendor/Supplier/Contractor shall be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.
- 36. **SECTION 2.2-4343.1 CODE OF VIRGINIA:** Chesterfield County does not discriminate against faith-based organizations.



CHESTERFIELD COUNTY PURCHASNG DEPARTMENT  
CHESTERFIELD, VIRGINIA 23832-0051  
(804) 748-1617

Bid Prepared By:

**Cathy M. Lantz, CPPB  
Purchasing Officer**

Invitation To Bid Number:

**03-3118-8881**

July 21, 2003

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Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, Chesterfield Administration Building, Room 402, until, but no later than **3:00 p.m.** Local Time Prevailing **August 11, 2003** and then publicly opened and read aloud for **furnishing all equipment, labor and materials necessary for removal of existing equipment, as applicable, and installation of "New" Lighting and Sound System at Monacan High School for the Chesterfield County Public School Board Administration.**

**A Mandatory Pre-Bid Conference will be held on July 30, 2003 at 10:00 a.m., local time prevailing. The MANDATORY Pre-Bid Conference will be held in the Auditorium at Monacan High School, 11501 Smoketree Drive, Richmond, VA 23236.**

**In order for firms to be eligible to submit bids for consideration of award attendance at this conference is MANDATORY.**

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation to Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid document to: Chesterfield County Purchasing Department, Administration Building - Room 402 - Fourth Floor, 9901 Lori Road, P.O. Box 51, Chesterfield, VA 23832-0051. **Mark outside of your envelope with Invitation for Bid #03-3118-8881 and opening date of bid.**

**Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail.**

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.**

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

For information pertaining to the award on this procurement transaction, bidders and/or offerors may access public notification electronically at  
[www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp](http://www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp).

## **COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES**

Chesterfield County is a rapidly growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status.

The county is committed to increasing the opportunities for participation of minority business enterprises, woman-owned businesses and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority business enterprises, woman-owned businesses and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/renewal of the contract, the successful bidder/offeror shall furnish data requested on the Certification of Subcontractor/Supplier Activity form included in this IFB/RFP document. This information will enable the county to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

### **DEFINITIONS:**

For purposes of Chesterfield County's classification and reporting program, in cooperation with the Virginia Department of Minority Business Enterprise, the following definitions apply:

Woman-Owned Business (WOB) - a business concern that is majority owned by a woman who also controls and operates the business. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

Minority Business Enterprise (MBE) - a business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: African Americans, Asian Americans, Native Americans, Eskimos and Aleuts. (Reference: 2.1-6432.1 of the *Code of Virginia*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority - a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following:

Asian Americans - all person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands including but not limited to Japan, China, Vietnam, Korea, Samoa, Laos, Cambodia, Taiwan, northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Srilanka and who are regarded as such by the community of which these persons claim to be a part.

African Americans - all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.

Hispanic Americans - all persons having origins in any of the Spanish-speaking peoples of Mexico, South or Central American, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.

Native Americans - all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.

Eskimos and Aleuts - all persons having origins in any part of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

Members of other groups - all other individuals found to be socially and economically disadvantaged by the United States Small Business Administration under Section 8(a) of the Small Business Act (15USC637)[a]. (VR486-01-02; September 9, 1992).

CERTIFICATION OF SUBCONTRACTOR/SUPPLIER ACTIVITY  
MINORITY BUSINESS ENTERPRISES, WOMAN-OWNED BUSINESSES  
AND CHESTERFIELD BUSINESSES

Project/Contract Name/Number:

Contractors shall furnish the information requested below regarding subcontractor(s) or supplier(s).

**(This form will be sent by the Purchasing Department to the contractor for completion at the time of award/renewal, as appropriate.)**

Name and Address of Subcontractor/Supplier	(T) MBE	(T) WOB	(T) CB	Commodity or Service	Dollar Amount

If a continuation of this list of subcontractors/suppliers is needed, please attach additional pages to this form.

I have no MBE, WOB or CB applicable to this contract \_\_\_\_\_(T )

Contractor hereby certifies that the above information is correct.

Complete Legal Name of Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Form Prepared By: \_\_\_\_\_  
(Type or Print)

### **DEFINITIONS**

- A. **BID** - The proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- B. **BIDDER** - An individual, firm, partnership or corporation qualified in accordance with the Virginia Public Procurement Act, and approved by the Owner, that submits a Bid for the Work, either directly or through a duly authorized representative.
- C. **BID BOND** - The bond, with corporate surety, supplied by a Bidder to the Owner, and in all respects satisfactory to the Owner's Attorney, that guarantees the Bidder's compliance with the Contract Documents. A certified check or cashiers check payable to the Owner, delivered with the Bid, may also constitute a Bid Bond.
- D. **BID DOCUMENTS** - All Contract Documents that the Owner or Engineer provides to potential Bidders before the time established for the submission of Bids.
- E. **CHANGE ORDER** - An amendment or modification to the Contract properly executed by authorized representatives of the Owner and the Contractor on the form provided in the Contract Documents.
- F. **COMPLETION OF THE WORK** - The event that occurs when (1) the Work has been completed, successfully tested and approved in accordance with the Contract Documents, (2) all submittals required by the Contract Documents (including Operation and Maintenance manuals) have been made, and (3) all Punch List items and restoration Work required by the Contract Documents has been completed.
- G. **CONTRACT BONDS** - The Performance Bond and Labor and Material Payment Bond executed by the Contractor, with corporate surety and otherwise acceptable in all respects to the Owner's Attorney.
- H. **CONTRACT DOCUMENTS** - The Notice to Bidders, Advertisement, General Terms, Conditions and Instructions, Definitions, Bid Form, Bid Bond, Bond Requirements, Contract, Special Conditions, Supplementary General Conditions, Insurance Provisions (including Instructions Regarding Insurance Certificates), Labor and material payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Escrow Agreement (when used), Change Orders, Drawings, Specifications and Addenda, Special Provisions and any other document incorporated by reference into one of these documents.
- I. **CONTRACT PRICE** - The amount of money that the Owner and the Contractor have agreed that the Owner will pay to the Contractor for performing and completing the Work.
- J. **CONTRACTOR** - The party who has contracted to perform and complete the Work.
- K. **ENGINEER** - The Consulting Engineer who has been designated by the County as Engineer for the project, and the Engineer's authorized agents, inspectors or representatives.

- L. **FINAL ACCEPTANCE** - The event that occurs when the Engineer issues to the County or the County issues to the Contractor a written statement that the Contractor has completely performed all Punch List items, has made all necessary submittals to the Owner and/or Engineer and has satisfied all of the Contractor's obligations under the Contract Documents.
- M. **FINAL INSPECTION** - The inspection conducted by the Owner or Engineer to determine what items of the Work must be completed by the Contractor in order for Completion of the Work to occur. After the Final Inspection is conducted, the Owner or Engineer shall provide the Contractor with a Punch List that the Contractor must complete in order for Completion of the Work to occur. The Owner may perform the Final Inspection instead of, or together with, the Engineer.
- N. **FINAL PAYMENT** - Payment by the Owner to the Contractor after Completion of the Work so that the Contractor has received all payments due him under the terms of the contract documents for performing and completing the Work.
- O. **INSPECTOR** - The person appointed by the Owner to carry out instructions given by the Owner and to inspect the Work performed and the materials supplied by the Contractor.
- P. **OWNER** - Chesterfield County, Virginia, a political subdivision of the Commonwealth of Virginia, and its duly authorized officials, agents and employees.
- Q. **PLANS** - All drawings or reproductions of drawings that depict or relate to the Work. A pictorial representation of the Work or some portion of the Work, which shows design, location and dimensions.
- R. **PUNCH LIST** - The list provided to the Contractor by the Engineer or Owner after Final Inspection that includes all items that the Contractor must complete in order for Completion of the Work to occur.
- S. **SPECIFICATIONS** - The directions, provisions and requirements contained in the Contract Documents relating to the method or manner of performing the Work, or to the quantity or quality of materials to be furnished under the Contract Documents.
- T. **SUBCONTRACTOR** - Any individual, firm or corporations having a direct contract with the Contractor for the performance of any part of the Work.
- U. **TIME OF COMPLETION** - The time agreed upon by the Owner and the Contractor in the Contract by which the Contractor is required to accomplish Completion of the Work, plus any extensions of time granted to the Contractor by the Owner pursuant to the Contract Documents.
- V. **THE WORK** - The whole and any part of the construction, labor, materials, equipment, incidentals or services necessary for the Contractor to achieve Completion of the Work as required by the Contract Documents.

### **SCOPE OF WORK**

The purpose of this Invitation For Bid is to furnish all equipment, labor and materials necessary for removal of existing equipment, as applicable, and installation of "New" Lighting and Sound System at Monacan High School for the Chesterfield County Public School Board Administration. This project shall be for complete "turn-key" installation of all equipment purchased under this bid.

Contractor shall remove existing stage and house light dimming and control equipment and shall furnish and install a fully-functional, new integrated stage and house light system, including, but not limited to, the stage dimming and control system and the house system. Also, integrated sound equipment and speakers, with possible relocation of currently installed speakers to provide a fully functional operating sound system.

### **MANDATORY PRE-BID CONFERENCE**

A Mandatory Pre-Bid Conference will be held on July 30, 2003 at 10:00 a.m. All interested bidders shall meet in the Auditorium at Monacan High School, 11501 Smoketree Drive, Richmond, VA 23236. Attendance at the Pre-Bid Conference is mandatory.

**In order for firms to be eligible to submit bids for consideration of award attendance at this conference is MANDATORY.**

### **SPECIAL BID CONDITIONS**

Bidders shall completely review the equipment requirements specified in this bid. It shall be the bidder's responsibility to make certain that all necessary cables, connectors, adapters, etc., are included in their bid to guarantee a fully functional system. These elements may not appear in the specifications, bidders must bid on the basis of his/her own knowledge of "functional ready for operation".

### **GUARANTEE**

All materials, equipment, and workmanship shall be guaranteed for a period of twelve (12) months after final acceptance by the County. The contractor at his expense shall make all repairs necessary.

### **PROJECT COMPLETION DATE**

It is the intent of the Chesterfield County School Board to have all work under this contract completed by **November 15, 2003.**

### **RESPONSIBILITY OF BIDDER**

The Bidder shall make a careful examination of the project site, shall familiarize himself with existing conditions, and shall satisfy himself as to the quantity and quality of materials and workmanship required for the Work. He shall carefully and thoroughly examine the Contract Documents before submitting a Bid.

LICENSES, PERMITS, AND FEES: All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.

Request for interpretation of plans and specifications should be addressed to: **Cathy M. Lantz, CPPB, Purchasing Officer at (804) 748-1701 or Mr. Vernon Goodwin, A-V Specialist at (804) 748-1331** to be given consideration and should be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed to all prospective bidders (at the respective addresses or fax numbers furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

The submission of a Bid shall constitute a warranty by the bidder that he has complied with the requirements of this paragraph. The bidder is bound by his bid and his bid reflects an affirmative representation that he has examined the project thoroughly.

### **EQUIPMENT STORAGE**

The County does not have space at the school to accommodate storage of this equipment. Bidders shall schedule delivery of all equipment to their location so that it may coincide with installation of equipment at the school.

### **INSTALLATION**

The successful bidder shall be responsible for removal of existing stage and house light dimming and control equipment, as applicable, delivery, unpacking, assembly, set-up and testing of equipment, complete installation and removal of debris. Certain provisions for conduit, junction boxes, furniture cutouts, and AC power are present in the existing installation. It will be the bidders responsibility to review these provisions thoroughly. Any additional work, either conduit, cutting, patching, etc. necessary are the bidders responsibility and the successful bidder shall return area to it's current finished state. Contractor shall notify Vernon Goodwin at 804-748-1331 two (2) weeks prior to starting project in order that alternate space may be found to house classes that would normally be held in the auditorium.



### **STANDARDS AND CODES**

Electrical/Electronic/Multimedia Equipment will be installed in accordance with the latest standards of the National Fire Protection Association (NFPA), the Institute of Electrical and Electronic Engineers (IEEE), and the National Electrical Code (NEC). All work will also comply with the applicable state and municipal laws and codes covering each class of work.

All materials, where so required, will conform to the latest issue of standard by the National Electrical Manufacturer's Association (NEMA), the American National Standards Institute (ANSI), the Institute of Electrical and Electronic Engineers (IEEE), the National Board of Fire Underwriters (NBFU), and the Underwriter's Laboratories (UL), or other accepted or approved Testing Laboratory.

### **CONTRACTOR'S DATA SHEET/EXPERIENCE**

Bidder must have been continuously involved in the installation of Lighting and Sound systems similar in scope and size of this project for a period of not less than five (5) years, and is a Factory Authorized Dealer of the submitted manufacturer's products. Bidder shall complete the Contractor's Data Sheet included in this bid document and return said sheet with their bid, as this information will become part of the evaluation criteria.

### **DELIVERY/INSTALLATION ADDRESS**

Monacan High School  
11501 Smoketree Drive  
Richmond, VA 23236

### **SAMPLES - IMPORTANT**

The County reserves the right to request samples of equipment for evaluation purposes, and equipment shall be delivered to the premises designated. Upon request, sample shall be furnished within twenty-four (24) hours after notification. Bidder's who fail to furnish samples in this time frame shall be disqualified as a bidder. Any cost associated with sample requirements shall be borne by the bidder.

### **DESCRIPTIVE LITERATURE - IMPORTANT**

Descriptive literature detailing the performance specifications and technical information shall be submitted with this bid for evaluation purposes. **Bidders that fail to submit such documentation for a substitute system for this project will be grounds for rejection of the proposed substitute.**

**Bidders shall include, as an attachment, the brand, model number and warranty information for each piece of equipment and related components as indicated in this bid.**

### **TRAINING**

The successful bidder shall be responsible for providing a maximum of eight (8) training of the Lighting and Sound system at the site to appropriate Chesterfield County staff. The County further reserves the right to schedule this training in blocks of time, as required. Any cost associated with this requirement shall be borne by the bidder.

### **SCHEMATICS/DRAWINGS**

The successful bidder shall be required to provide drawings, schematics, and equipment lists, etc., as required, to the County's A-V Specialist for review and approval.

Two sets of shop drawings will be furnished for approval prior to ordering or fabrication of the equipment to be furnished. Drawings shall include, but not limited to, a system riser and a circuit layout diagram. Drawings will also be supplied for any "custom fabricated" controls, devices, or mounts, including materials used. A set of drawings will be returned, appropriately marked, as the Approval Drawings.

### **OPERATION/MAINTENANCE MANUALS**

The successful bidder shall furnish, as applicable, complete sets of original operation and maintenance manual(s) for equipment in this bid. Photocopy of these manuals are not acceptable.

### **WARRANTY SERVICE**

Equipment shall have a minimum of one (1) year parts and labor warranty by either the manufacturer or bidder. The warranty period shall begin upon successful completion and County acceptance of the installation of all equipment. This warranty shall also include such items as alignment and other fine adjustments to the system that are needed to ensure optimal performance.

The successful bidder shall be required to provide on-site service and maintain a service department to respond to warranty service and/or repair requests within a twenty-four (24) hour time period, excluding weekends. If equipment cannot be repaired within forty-eight (48) hours after notification, then loaner equipment shall be provided until repairs are made.

Bidders shall provide location and phone number of the service center. A local or toll-free number shall be provided, if available.

### **EXTENDED MAINTENANCE PROGRAM**

Bidders shall be required to provide the County with an option for an annual Maintenance Service Contract, which would take effect after the initial warranty period expires. The successful bidder shall possess in-house service capabilities, a preventive maintenance program, and a prompt response time capability.

Bidders shall include with their bid, the annual cost, copy of their maintenance agreement, how often preventive maintenance is performed per year, if applicable, how many years maintenance will be made available to the County, etc, along with company name, contact person, and telephone number.

### **MAINTENANCE AGREEMENT RIDER**

Attached for bidder's review is a sample copy of the County Equipment Maintenance Contract Rider that the successful bidder shall be required to execute should the County choose to proceed with the offered maintenance program.

### **ACCESS TO COUNTY PROPERTY**

Access to County property shall be coordinated by the successful Contractor with Vernon Goodwin, Audio-Visual Specialist, Chesterfield County School Board at (804) 748-1331. Normal working hours shall be from 8:00 a.m. – 4:00 p.m., Monday through Friday. However, if necessary the successful bidder may be required to work during weekends and holidays to complete this project in the time frame indicated by the County. This requirement will be at no additional cost to the County.

### **INSPECTION**

At the conclusion of the installation the successful bidder and the County's representatives shall conduct a final inspection of the work to verify compliance with the specifications and requirements. Any deficiencies shall be immediately corrected by the successful bidder.

A specific date and time shall be scheduled for the final inspection, at which point all tests are to be performed in the present of the County's representatives.

**If system is not fully operational on the scheduled date and time, and it becomes necessary for the County's representatives to return to the site for one or more re-inspections, the successful bidder shall be directly responsible for all additional cost incurred by the County.**

## **INSURANCE**

**An original copy of a Certificate of Insurance shall be required and must be furnished by the successful contractor during execution of the contract. The Certificate does not need to accompany the bid.**

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of an original Certificate of Insurance, **naming Chesterfield County and Chesterfield County School Board as an additional insured.** Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the Owner's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance with statutory limits and Employers' Liability Insurance of \$500,000 for one accident or aggregate disease.
2. Commercial General Liability - \$1,000,000 Each Occurrence Combined Single Limit - Including coverage for XC and U hazards
3. Comprehensive Automobile Liability - \$1,000,000 Each Occurrence Combined Single Limit
4. Umbrella Liability Insurance - \$2,000,000 Each Occurrence

All insurance policies under coverages 2 and 4 above shall name the Owner, as additional insured.

The Contractor shall be responsible for maintaining current certificates of insurance on file with the Owner, and the Insurance Company shall be responsible for notifying the Owner thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage.

The Contractor shall be responsible for continuing in force completed operations, bodily injury and property damage coverage for a minimum of two (2) years after completion and acceptance of the work.

**INSTRUCTIONS REGARDING INSURANCE CERTIFICATES**

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. **All requirements herein must be met before the County will execute the contract.** In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County and Chesterfield County School Board as an additional insured**. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "**DESCRIPTION**" where the language may be inserted as follows:

**Chesterfield County and Chesterfield County School Board are named as additionally insured**

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County.

**NOTE: The cancellation clause in the Insurance Certificate shall be modified by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company'."**

3. The Certificate Holder should be listed as: Chesterfield County  
C/o Purchasing Department  
P. O. Box 51  
Chesterfield, VA 23832-0051  
IFB/RFP No. \_\_\_\_\_
4. Certificate of Insurance must have an original signature.

## **SUPPLEMENTARY GENERAL CONDITIONS**

### **1. QUALIFICATIONS OF BIDDERS**

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

### **2. SUBMITTALS**

If requested, the Bidder shall submit the following information to the County within seven days of notification of selection for the award of a Contract for the Work:

- a. A designation of the Work to be performed by the Bidder with his own forces;
- b. The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work;
- c. A list of names of the Subcontractors or other persons or entities proposed for the principal portions of the Work.

Prior to the award of the Contract, the County will notify the Bidder in writing if the Owner, after due investigation, has reasonable objection to any such proposed person or entity. If the Owner has reasonable objection to any such proposed person or entity, the Bidder may submit an acceptable substitute person or entity.

The Owner may, at his discretion, accept the substitution, or he may disqualify the Bidder. In the event of disqualification under this Sub-paragraph, bid security will not be forfeited.

Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection under the provisions of Sub-paragraph (c) must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

### **3. PRE-CONSTRUCTION CONFERENCE**

A pre-construction conference to include representatives of the Owner, the Engineer (if applicable), and the Contractor shall be mandatory prior to start of construction unless waived by the Owner. Pre-construction conference shall be scheduled at least three (3) days prior to start of construction.

4. **SUPERVISION AND CONSTRUCTION PROCEDURES**

The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

5. **CLEANING UP**

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

6. **MATERIALS AND WORKMANSHIP**

The Contract Documents describe the character and features of the materials and workmanship required to perform the Work. The Contract Documents require first class work and materials in all particulars. It is understood that the contract includes any and all work that may be necessary to connect the work done with the adjoining work in a proper and workmanlike manner.

The Owner reserves the right to employ an independent testing laboratory to conduct tests of materials, etc. as the Owner may deem necessary to assure complete compliance with the requirements of the specifications. The Contractor shall offer full cooperation with personnel in the employ of the Owner in making these tests.

7. **NO DEVIATION FROM CONTRACT DOCUMENTS BY THE CONTRACTOR**

In performing the Work, the Contractor shall not deviate from the Contract Documents without the written consent of the Owner. If the Contractor does deviate from the Contract, he shall correct the error at his expense in a manner satisfactory to the Owner.

8. **INTERPRETATION OF CONTRACT DOCUMENTS**

In case of discrepancy between or among Contract Documents, the Owner shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the Contract Documents as construed by him and his decision shall be final.

The Contractor shall verify all figures on the Plans and will be responsible for the proper coordination of all dimensions as well as the different parts of the Work.

9. **OTHER PLANS AND WORKING DRAWINGS (SHOP DRAWINGS)**

Such information as is necessary to give a comprehensive idea of the construction contemplated, are shown on the Plans. Contractor shall submit to the Owner for his approval such additional detailed shop or working drawings as may be required for the construction of any part of the work. Pending the approval of such drawings, any work done or materials ordered shall be at the risk of the Contractor.

10. **DISCREPANCIES**

The Contractor shall immediately report to the Owner, in writing, any discrepancies found between the Contract Documents and site conditions or any inconsistencies or ambiguities in the Contract Documents. The Owner shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

11. **FINAL INSPECTION**

At time of final inspection, the Contractor, if requested, shall provide a knowledgeable representative to assist in the inspection of the completed installation for conformance with specifications. The Owner or Engineer shall prepare a Punch List. Any deficiencies shall be promptly and permanently corrected prior to final acceptance of the work, and shall be the full responsibility of the Contractor.

12. **PAYMENT**

If the Contractor performs, properly, all of the obligations of the Contract Documents, the Owner shall pay the Contractor for the performance of the Work in the manner and within the time specified in the Contract Documents.

13. **MONTHLY ESTIMATES AND RETAINAGE**

On the 20th day of each month, or at any other regular time agreed upon by the Owner and Contractor, the Contractor shall prepare and submit to the Owner a monthly estimate for Partial Payment. The monthly estimate shall cover items of work for which the Contractor is entitled to be paid since the last previous monthly estimate was submitted, including (1) the value of the Work done, (2) major items of equipment or materials delivered to the site of the project to be installed by the Contractor, as substantiated by submitted invoices and as approved by the inspector, and (3) materials incorporated into the Work.

The Owner shall pay to the Contractor all sums due under the monthly estimate less five percent (5%) retainage on or before the 15th day of the month following the submission of the monthly estimate, unless the Owner asserts a right to withhold some or all of the payment under the provisions of the Contract Documents.

The Contractor will be paid for materials delivered to and stored on the job site. Payment will be for actual cost of materials as evidenced by receipted invoices, less five percent (5%) retainage. The contractor shall make a separate accounting of these materials and shall submit an accounting of them, with four (4) copies, along with the monthly estimate for partial payment.

14. **PARTIAL PAYMENT NO WAIVER OF RIGHTS**

Partial payments made under this Contract by the Owner are not evidence of the proper performance by the Contractor either in whole or in part, and no payment made by the Owner shall be construed to be an acceptance of defective or improper work. No act of the Owner or the Engineer or the representative of either of them in superintending or directing the Work, no failure to disapprove or reject any material used in the Work, and no extension of time for the completion of the Work shall be construed as acceptance of the Work either in whole or in part. Acceptance of the work by the Owner shall occur only upon Final Payment by the Owner.



15. **TERMINATION FOR BREACH OF NON-PERFORMANCE**

If the Contractor fails to perform the Work promptly and diligently, or if the Contractor breaches the Contract in any other way, the Owner may:

- 1) After providing the contractor with fifteen (15) days written notice, supply any workmen, equipment or materials necessary to ensure that the Work is performed promptly and diligently. The Owner may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
- 2) Terminate the Contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the Work.

In case of termination of the Contract by the Owner pursuant to this paragraph, the Contractor shall not be entitled to receive any further payment from the Owner until Completion of the Work has occurred. After completion of the Work, the Owner shall pay to the Contractor the amount of the unpaid balance due to the contractor at the time the Contract was terminated minus the cost incurred by the Owner to complete the Work. If the cost incurred by the Owner to complete the Work exceeds the unpaid balance due to the Contractor, the contractor shall be due no money from the Owner and, instead, the Contractor shall pay to the Owner the difference between the unpaid balance due and the Owner's cost to complete the Work.

16. **WAIVER OF ONE BREACH NOT WAIVER OF OTHERS**

No waiver by the Owner or its agents or employees of any breach of this Contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the Contract by the Contractor. All remedies provided by this Contract are cumulative, and in addition to each and every other remedy under the law.

## **SPECIFICATIONS**

The following specifications are intended to define the level of quality and performance of the requested equipment and not to be restrictive.

### **AUDITORIUM LIGHT EQUIPMENT**

The light equipment shall include the following specifications:

- Contractor shall replace existing lighting and house light controls using existing 400-amp feed, if possible, using new disconnects.
- Contractor shall identify and reconnect existing lighting to new control circuits.
- Contractor shall remove old equipment not identified as needed by the County, and dispose of equipment by appropriate disposal means.

<b>LIGHTING EQUIPMENT</b>	<b>Circle Y if same or explain the difference in the space provided</b>
1 each – Dimmer Rack, 3-phase, 4-wire, Colortran series i96e, or approved equal	Y
1 each – Rack Ground Bus Kit, Colortran series i96e, or approved equal	Y
48 each – Dual Dimmer Module, 2.4kw 120-V, Colortran series 4-0000E, or approved equal	Y
1 each – Control Module for Colortran i96e Dimmer Rack, or approved equal	Y
1 each – Dimmer Rack, 3-phase, 4-wire, Colortran series i24e, or approved equal	Y
1 each – Rack Ground Bus Kit, Colortran series i24e, or approved equal	Y
12 each – Dual Dimmer Modules, 2.4kw, 120-V, Colortran series ie500, or approved equal	Y
1 each – Control Module for Colortran i24e Dimmer Rack, or approved equal	Y
1 each – Innovator 24/48 Control Console with Dust Cover, or approved equal	Y
1 each – 17" SVGA Color Monitor with Dust Cover, or approved equal	Y
1 each – Remembrance 8-channel control station with 8-channel faders, 1 master fader, take control/off button for house light control, or approved equal	Y
4 each – Remembrance 1-fader stations with take control/off buttons for individual area house light control, or approved equal	Y
1 lot - Hardware, conduit, wall boxes and cabling as need to complete this "turn key" lighting system.	Y

## **AUDITORIUM SOUND EQUIPMENT**

The sound equipment shall include the following specifications:

- Contractor shall add new speakers to auditorium; remount existing speakers to provide sound coverage to the two (2) classroom/lecture areas, and equalize/balance complete system for best possible sound.
- Upgrade existing sound control system with new components.
- Completely balance and set-up all controls and delays to provide for a fully functional sound reinforcement system.

<b>SOUND EQUIPMENT</b>	Circle Y if same or explain the difference in the space provided
4 each – Main Speakers to hang from ceiling. 2-way, 400-watt, Electrovoice Model SX500+, or approved equal	<b>Y</b>
1 each – Amplifier, 660-w/channel @ 4 Ohms, Crown Model CL2, or approved equal	<b>Y</b>
1 each – Amplifier, 450-w/channel @ 4 Ohms, Crown Model CL1, or approved equal	<b>Y</b>
3 each – Floor Wedge Monitor Speakers, 15", 2-way 350-Watt, Electrovoice Model Eliminator, or approved equal	<b>Y</b>
1 each – Audio Processor, 2-in., 6-out for equalization and time alignment for both main and monitor speakers, Driverack Model 260, or approved equal	<b>Y</b>
1 each – Surge Suppressor, 8-out, 7.5A, Surge X Model SX908, or approved equal	<b>Y</b>
1 each – 16 Channel Audio Mixer, 14-Mono, 2-Stereo Inputs, Peavey Model AAM-1602, or approved equal	<b>Y</b>
4 each – Wireless Lavalier Microphone Systems, UHF frequency, unidirectional, programmable frequencies, Sennheiser Lapel, or approved equal	<b>Y</b>
4 each – Mini Boundary Microphones for floor, Shure Model MX391-S, or approved equal	<b>Y</b>
1 lot – All cable, wiring, electrical strips, electrical supplies and connectors to complete this "turn key" sound system	<b>Y</b>

**PROPOSAL**

**BASIS OF AWARD**

The County reserves the right to make a single award to the responsive and responsible bidder who offers the lowest price for the equipment and installation of the base bid.

**BASE BID**

Furnish complete "Turn-Key" installation of Lighting and Sound System at Monacan High School, as per bid specifications.

\$ \_\_\_\_\_

**NOTE:** Bidders shall include as an attachment, the Brand, model number, schematic diagrams, and warranty information for each piece of equipment and related components as indicated in this bid.

**PROJECT COMPLETION DATE**

Bidders shall indicate compliance with the completion date of November 15, 2003.

Yes \_\_\_\_\_ No \_\_\_\_\_

**WARRANTY SERVICE LOCATION**

Please indicate nearest factory authorized warranty service facility, location, contact person and telephone number, as response time shall be within a twenty-four hour time period.

Facility \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_

FAX \_\_\_\_\_

**EXTENDED MAINTENANCE PROGRAM**

Bidders shall indicate the cost for an on-site extended maintenance program. Include copy of agreement, years that service would be made available to County and any other pertinent information that will assist the County in determining if program should be considered.

Cost per year \$ \_\_\_\_\_

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Please indicate nearest factory authorized extended maintenance facility, location, contact person and telephone number:

Facility \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_

FAX \_\_\_\_\_

**CONTRACTOR REGISTRATION**

If a contract for construction, removal, repair or improvement of a building or other real property is for Seventy Thousand Dollars (\$70,000) or more, or if the total value of all such contracts undertaken by a Bidder within any twelve-month period is Five Hundred Thousand Dollars (\$500,000) or more, the Bidder is required under Title 54.1, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for Seventy-five Hundred Dollars (\$7,500) or more (One Thousand Dollars [\$1,000] for electrical, plumbing and HVAC work) but less than Seventy Thousand Dollars (\$70,000), the Bidder is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for One Thousand Dollars (\$1,000) or more but less than Seventy-five Hundred Dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the Bidder is required to be licensed as a "CLASS C CONTRACTOR". The Contractor license shall have the appropriate specialty classification that is predominant for the respective work. The Bidder shall indicate in the space provided whichever of the following notations is appropriate, inserting his contractor license number and specialty.

Licensed Class A Virginia Contractor No. \_\_\_\_\_

Licensed Class B Virginia Contractor No. \_\_\_\_\_

Licensed Class C Virginia Contractor No. \_\_\_\_\_

Specialty: \_\_\_\_\_

If the Bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said Contractor license number to the County in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered.

**TERMS AND SIGNATURE SHEET**

**All bids shall be signed on the Terms and Signature Sheet in order to be considered.**

If a discount is offered, it is required that a minimum of fifteen (15) days be allowed for payment in order for the discount to be considered a factor in the evaluation of this bid. Our terms are \_\_\_\_\_. If this blank is not filled in, it is understood that a discount of 2% is allowed for payment by the 20th day after receipt of invoice.

Please indicate length of time required, in calendar days, for delivery/completion/pickup after notification of award (oral or written), as this may be a factor in making award.

\_\_\_\_\_

All prices shall be F.O.B.: Monacan High School, 11501 Smoketree Drive, Richmond, VA 23236. Freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #03-3118-8881 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Chapter 12, Title 18.2, 498.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

**Complete Legal Name of Firm:**

\_\_\_\_\_

**Order From Address:**

\_\_\_\_\_

\_\_\_\_\_

**Remit To Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_ **Phone** (\_\_\_\_) \_\_\_\_\_ **Fax** (\_\_\_\_) \_\_\_\_\_

**TERMS AND SIGNATURE SHEET**

**All bids shall be signed on the Terms and Signature Sheet in order to be considered.**

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.

Minority Business Enterprise:    Yes \_\_\_\_\_    No \_\_\_\_\_

Woman-Owned Business:            Yes \_\_\_\_\_    No \_\_\_\_\_

Chesterfield Business:            Yes \_\_\_\_\_    No \_\_\_\_\_



**CONTRACTOR DATA SHEET**  
**TO BE COMPLETED AND SUBMITTED WITH BID**

**QUALIFICATIONS:** Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of service required for this contract. **Minimum of five (5) years experience required for this service.**

years

months

Provide a minimum of three (3) references which may substantiate past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number and Contact Person

1. 

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2. 

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3. 

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**SAMPLE**

**EQUIPMENT MAINTENANCE CONTRACT RIDER**

The maintenance contract attached to this rider is subject to the following definitions, terms and conditions. To the extent that any of the terms of the Equipment Maintenance Contract are inconsistent with the terms of this Rider, the terms of this rider shall control, and the terms of the Equipment Maintenance Contract shall be null and void.

1. **DEFINITIONS**

- A. "County" shall mean \_\_\_\_\_  
B. "Contractor shall mean \_\_\_\_\_  
C. "Contract" shall mean \_\_\_\_\_ and this Rider.

2. **INDEMNIFICATION**

Contractor shall indemnify and hold harmless the County and its officials, employees and agents from any and all claims, suits, actions, losses and expenses which may arise as a result of the services provided by the Contract or as a result of the negligence of Contractor or Contractor's agents or employees.

Any provision of this Equipment Maintenance Contract which requires or might require the County to indemnify the Contractor shall be void and of no effect.

3. **ASSIGNMENT**

The conditions and provisions of this Contract shall extend to and bind the agents, successors and assigns of the County and the Contractor. Neither party to this Contract shall assign or transfer its interest in the Contract without the prior written consent of the other, which will not be unreasonably withheld. Any attempted assignment or transfer of interest without the consent of the other party shall be void and of no force or effect.

4. **EQUIPMENT RELOCATION OR MODIFICATION**

The County shall have the right to relocate any equipment covered by the Contract to a new location. The County agrees to advise Contractor in writing of any change in the address where any equipment covered by the Contract is located. Upon relocation of the equipment, Contractor shall continue to perform all of its obligations under the Contract.

5. **SUBCONTRACTING**

Contractor may not subcontract any or all of the work to be performed by it under this Contract without the written consent of the County. Contractor shall retain responsibility for any work which is subcontracted.

6. **TERMINATION**

The County may terminate the Contract, and incur no penalty therefore, provided that the County gives thirty (30) days written notice of termination to the Contractor. The Contractor may terminate this Contract, and incur no penalty therefore, if the County has breached any material term and has not remedied the breach within thirty (30) days after receipt of written notice of the breach from Contractor.

7. STATUTE OF LIMITATIONS

Any action arising out of the services to be provided which are the subject matter of this Contract shall accrue and shall be brought within the limitations of time established by the *Code of Virginia*, 1950, as amended, for such actions. Any provision of the Contract which purports to alter those time limitations or accrual provisions shall be null and void.

8. LIABILITY LIMITATIONS

Any provision of this Contract which limits or attempts to limit the liability of the Contractor shall be void and of no force or effect.

9. AVAILABLE REMEDIES

Any provision of this Contract which limits or attempts to limit any remedies available to the County shall be void and shall have no force or effect.

10. ARBITRATION

Any provision of the Contract which requires or attempts to require the parties to submit disputes to binding or non-binding arbitration shall be void and shall have no force or effect.

11. GOVERNING LAW

This Contract shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia in and for the County of Chesterfield.

12. NON-APPROPRIATION OF FUNDS

A. In the event that funds are not appropriated for this Contract for any County fiscal year, following the County's current year, the Contract shall terminate automatically as of the last day for which funds were appropriated without the County providing written notice to the Contractor prior to the date of termination.

B. Termination of the Contract pursuant to this section shall not be considered a default by the County. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

13. PENALTIES AND INTEREST

Any provision of this Contract which requires or attempts to require the County to pay interest or late payment penalties, costs, fees or expenses, including but not limited to attorney's fees, shall be void and shall have no force or effect.

14. SECURITY INTEREST

Any provision of the Contract which relates to the granting of a security interest in any property of the County shall be void and shall have no force or effect.

15. NON-DISCRIMINATION

During the performance of this Contract, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin, except where religion, sex or natural origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor's business. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor will state that Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor. Notices, advertisements and solicitations placed in accordance with federal laws, rules and regulations shall be deemed sufficient for the purpose of meeting the requirements of this section. Contractor agrees to include the provisions of this paragraph in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

16. MODIFICATION AND WAIVER OF PROVISIONS

Any modification or waiver of any provision of this Contract must be made in writing and executed by authorized representatives of both parties.

17. SEVERABILITY

Any covenant, condition or provision of the Contract that is held to be invalid or unenforceable by any Court of competent jurisdiction shall be considered deleted from this Contract. Such deletion shall in no way invalidate or render unenforceable any other provision of the Contract, unless such deletion materially prejudices the parties in their respective rights and obligations.

18. INTEGRATION

This Contract constitutes the entire agreement, understanding and representation, express or implied, between the parties. This Contract supersedes all prior written or oral agreements and proposals between the parties which are inconsistent with the terms hereof. No other agreements, oral or otherwise, regarding the subject matter of the Contract shall have any validity or bind any of the parties hereto.

19. CONTRACT RENEWALS

The terms of this Equipment Maintenance Contract Rider shall remain in effect for the duration of the underlying contract, which shall include renewals.

COUNTY OF CHESTERFIELD

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CONTRACTOR

By: **SAMPLE ONLY**  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_